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IDEA-0998
Copy 1 of 5

NEGOTIATED CONTRACT

CONTRACT NO. AF33(657)10808
File No. (DH-1932)

25X1A

Contract For: See Schedule

Amount: See Schedule

Mail Invoices to:

Performance Period: See Schedule

Administrative Data

This contract is entered into by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and the above-named Contractor which is a Corporation incorporated in the State of Delaware, hereinafter called the Contractor.

The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the attached schedule issued hereunder, for the consideration stated herein.

The rights and obligations of the parties to this contract shall be subject to and governed by the attached Schedule and General Provisions which together with this signature page and the accompanying Certificate comprise this Contract No. AF33(657)10808. In the event of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of
21 MAR 1963, 1963.

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BY 

THE UNITED STATES OF AMERICA

BY 

Contracting Officer

TITLE Asst. Secretary

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Contract No. AF33(657)10808

CERTIFICATE

I, _____, certify that I am
the _____ of the Corporation named
as Contractor herein; that _____ who
signed this contract on behalf of the Contractor was then _____
_____ of said Corporation; that said contract
was duly signed for and in behalf of said Corporation by authority of
its governing body, and is within the scope of its Corporate powers.

_____(Corporate Seal)

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Contract No. AF33(657)10808

SCHEDULE

PART I - SCOPE OF WORK

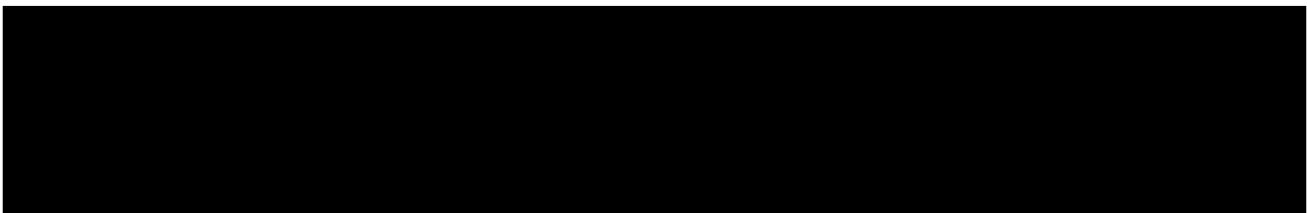
The Contractor shall furnish the necessary supplies, services, and facilities to perform the following:

- a. Design and construct a prototype electronic monitoring unit hereafter called [REDACTED]
- b. Furnish initial engineering services as set forth in paragraphs 3 through 7 of Part I entitled "INTRODUCTION" of the specifications.

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The scope of work set forth above shall be performed in accordance with the specifications, Figure 1 - System Block Diagram and Figure 2 - Audio Output which was part of the Contractor's Proposal No. P-2518 except for the following two points which shall be changed.

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The specifications and diagram figures referred to above are incorporated by reference having the same force and effect as if fully set forth herein.

PART II - PERIOD OF PERFORMANCE

This contract shall commence 1 January 1963 and shall terminate at the close of business on 30 March 1963 unless further extended by appropriate amendment to this contract.

PART III - ESTIMATED COST AND FIXED FEE

- a. The total estimated cost, exclusive of the fixed fee, for performance of this contract is [REDACTED]
- b. The fixed fee for performance of this contract is [REDACTED].
- c. The combined total of a and b above is [REDACTED]

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PART IV - PAYMENT

a. In accordance with the provisions of Clause 3 of the General Provisions of this contract entitled "Allowable Cost, Fixed Fee, and Payment," the Government shall pay the Contractor, as full compensation for the performance of this contract, the fixed fee as specified in PART III above, and the allowable cost incurred by the Contractor in the performance of this contract, and accepted by the Contracting Officer as chargeable in accordance with "Contract Cost Principles, Section XV, Part 2, Armed Services Procurement Regulation"; such determination being subject to the provisions of this contract entitled "Disputes". It being understood and agreed, without limiting the generality of the foregoing, that the following shall be considered as allowable items of costs incurred hereunder when incurred or paid by the Contractor, and when necessary and required and used for the performance of work hereunder.

(1) All costs which have been incurred by the Contractor on or after 1 January 1963, in anticipation or prior to the signing of this contract, and which if incurred after the signing of this contract would have been considered as items of Allowable Costs hereunder, will be accepted by the Contracting Officer as costs under this contract.

b. Contractor shall be paid the fixed fee stated in Part III upon completion of the scope of work subject, however, to the withholding provisions of paragraph (c) of Clause 3. of the General Provisions.

c. For purposes of billing current costs incurred under this contract or until such time as an audit of Contractor's interim or final vouchers is made by the Contracting Officer or his authorized representative, the Contractor shall, for purposes of computing costs, use the following rates for billing indirect costs under this contract:

Overhead - [REDACTED] of local direct labor dollars.
G & A - [REDACTED] of Engineering Cost.

d. Fixed rates are established yearly. The initial period being 1 January 1963 - 30 December 1963.

PART V - WAIVER OF REQUIREMENTS OF GENERAL PROVISIONS

Notwithstanding the requirements of any of the General Provisions of this contract to the contrary, whensoever the Contractor, in performance of the work under this contract, shall find that the requirements of any of the Clauses of the General Provisions are in conflict with security instructions issued to the Contractor by the Contracting Officer or by his duly authorized representative for security matters, the Contractor shall call the attention of the Contracting Officer to such conflict and the Contracting Officer or his duly authorized representative for security matters shall (i) modify or rescind such security requirements or (ii) the Contracting Officer shall issue

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to the Contractor a waiver of compliance with the requirements of the General Provisions conflicting with such security requirements. Any waiver of compliance with the General Provisions of this contract issued by the Contracting Officer shall be in writing, except that the approval by the Contracting Officer of any subcontract issued hereunder by the Contractor shall be deemed to constitute approval of waiver of any clauses of the General Provisions in conflict with the stipulations of such subcontract.

PART VI - SPECIAL SECURITY RESTRICTIONS

The Contractor shall not reveal (i) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is directed or permitted to reveal such information by the Contracting Officer or by his duly authorized representative for security matters, and notwithstanding any clause or section of this contract to the contrary, the Contractor shall not interpret any clause or section of this contract as requiring or permitting divulgence of such information to any person, public or private, or to any officer or department of the Government without the express consent of the Contracting Officer or his duly authorized representative for security matters.

PART VII - GENERAL PROVISIONS

The General Provisions of this contract shall consist of clauses 1 thru 11, 13 thru 23, 25 thru 36, 38 thru 42 and 48 of Section A and clauses B.1, B.5 thru B.13, B.15 thru B.18 of Contractor's Basic agreement No. AF33(657-5064, all of which are incorporated by reference. Said Basic agreement is in file No. DH-1930.

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